

**WABASH RIVER ENHANCEMENT CORPORATION**  
**REGION OF THE GREAT BEND OF THE WABASH RIVER**  
**WATERSHED COST-SHARE PROGRAM**

**AGREEMENT**

THIS AGREEMENT dated as of the \_\_\_\_ day of April, 2016 entered into by and between the Wabash River Enhancement Corporation (hereinafter referred to as "WREC"), and City of West Lafayette (hereinafter referred to as the "PARTICIPANT");

**RECITALS:**

WREC has received a grant from the Indiana Department of Environmental Management to develop and promote a cost-share program to implement best management practices (BMPs) such as riparian buffer, filter strips, cover crops, nutrient management, livestock exclusion, conservation tillage, rain gardens, rain barrels, green roofs, pervious pavement, and others that address the water quality concerns outlined in the Region of the Great Bend of the Wabash River Watershed Management Plan (WMP); and

WREC is undertaking certain activities pursuant to the Grant; and

PARTICIPANT desires to provide certain assistance in connection with such activities.

NOW, THEREFORE, WREC and the PARTICIPANT do mutually agree as follows:

**A. IMPLEMENTATION OF BMP's.**

PARTICIPANT agrees to do the following:

1. Apply the Best Management Practices (BMP's) identified in **EXHIBIT A** attached hereto and made a part hereof, upon the Real Estate described on **EXHIBIT B** attached hereto and made a part hereof.
2. Implement all BMP's no later than December 9, 2016.
3. Implement all BMP's to the specifications described in the NRCS Field Office Technical Guide or Tippecanoe Partnership for Water Quality Technical Standards.
4. Do all things necessary to implement the BMP's in accordance with this Agreement, including, but not limited to the following: finding contractors; ensuring the project is installed on time; and locating seed, plants, equipment, etc.
5. Obtain all permits, easements and other approvals necessary for implementation of the BMP's. Permit fees are not eligible for cost-share reimbursement.
6. Maintain vegetative BMP's (i.e. filter strips, no-till equipment, nutrient or pest management plans) for a minimum of five years. Maintain all structural BMP's (i.e. grade stabilization, rock chutes, etc.) for a minimum of ten years. These obligations shall survive the term of this agreement.

7. Allow WREC, Soil and Water Conservation District, Natural Resources Conservation Service, Indiana State Department of Agriculture, and Indiana Department of Environmental Management representatives' access to the Real Estate to monitor installation including pre- and post installation activities for certification.

## **B. REIMBURSEMENT**

Both parties recognize that this is a cost-share program. All payments due to PARTICIPANT will be made in arrears, and only eligible expenses will be reimbursed. Eligible expenses are those expenses incurred for installation and application of the BMP's for the reduction and prevention of nonpoint source pollution identified in this Agreement and the approved application relating thereto. Ineligible expenses include: large new equipment purchases, drainage, dredging, or flood control BMP's; incentive or yield loss payments; NPDES permitted practices; permit fees of any kind; and activities that commence prior to the date of this Agreement.

1. WREC agrees to reimburse PARTICIPANT eligible expenses incurred by PARTICIPANT in respect to implementation of the BMP's, up to a maximum reimbursement of **\$7,800**.
2. PARTICIPANT will be reimbursed at an hourly rate of \$20/hour for in-kind service match in urban areas and \$30/acre for agricultural plantings. PARTICIPANT agrees to provide the following cost-share in cash or in-kind service: **\$7,800.00**.
3. A claim voucher and original receipt must be presented to WREC for all reimbursable expenses.
4. Payment will be made only for those activities which meet NRCS FOTG or TCPWQ Technical Standards or other standards agreed upon in writing by the parties hereto prior execution of this Agreement.
5. Reimbursement for completed work will be made between 30 and 90 days after vouchers and receipts have been submitted to WREC.
6. PARTICIPANT agrees to retain all records related to the cost-share program for five years after completion of this Agreement.

## **C. APPEALS**

Appeals related to any decision rendered by WREC representatives may be made to the WREC Board of Directors. Appeals related to restrictions of the cost-share program may be addressed to the Indiana Department of Environmental Management, Office of Water Quality, Watershed Management Section.

## **D. PROVISION FOR THE PROTECTION OF LISTED SPECIES AND SPECIAL SITES**

Both parties agree that work will be discontinued in the event that an endangered, threatened, or species of special concern is encountered or an archaeological or historic site is discovered on the Real Estate during the course of this Agreement.

## **E. MODIFICATIONS OR CORRECTIONS**

WREC reserves the right to unilaterally correct all data entry or computational errors made in completion of the Agreement. All other modifications to the Agreement must be made by mutual agreement of both parties in writing and be signed by both parties.

## **F. VIOLATIONS**

All violations of this agreement will be subject to the following remedies:

1. Scenario: Work has been completed incorrectly and has not been certified.

Remedy: Non-reimbursement unless the PARTICIPANT corrects the installation to the required specifications.

2. Scenario: Work has been certified and paid for but then removed or disregarded.

Remedy: IDEM will investigate the violation and impose the appropriate resolution.

The knowing misrepresentation of any fact in this Agreement will constitute a violation of this Agreement. Such violations will be turned over to IDEM for resolution.

## **G. TERMINATION OF THE AGREEMENT**

This Agreement will be terminated should acts of a local, state or federal governing body render the Agreement to be unlawful. Further, if an enacted statute would change the terms and conditions of this Agreement, the PARTICIPANT may choose to accept the new terms of the Agreement or terminate the contract.

## **H. CERTIFICATION OF CONTROL**

PARTICIPANT certifies that PARTICIPANT has control of the land for the period of the Agreement. If PARTICIPANT loses control of the land under agreement within the specified period, the following stipulations apply:

1. The persons or entities assuming control of the land may assume responsibility for fulfilling all conditions of the Agreement and PARTICIPANT will no longer be held responsible for fulfilling conditions of this Agreement; or
2. PARTICIPANT must reimburse all cost-share monies paid by WREC.

## **I. TERM**

The term of this Agreement will commence on the date hereof and continue during the period any BMP's are required to be maintained pursuant to this Agreement.

## **J.     SIGNATURES**

As representatives of the parties of interest, we agree that we enter into this legally binding agreement willingly and in good faith.

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PARTICIPANT (Printed Name)

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PARTICIPANT (Signature)

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Landowner (Printed Name)

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Landowner (Signature)

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Wabash River Enhancement Corporation Staff (Printed Name)

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Wabash River Enhancement Corporation Staff (Signature)

The Wabash River Enhancement Corporation offers all programs and services on a non-discriminatory basis, without regard to race, color, national origin, sex, religion, age, disability, political beliefs, or marital and familial status. Equal opportunity employer and provider.

**BEST MANAGEMENT PRACTICES (BMP'S)**

Plant 60 trees.

EXHIBIT B

**REAL ESTATE**

Address: River Road, West Lafayette IN